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8-19-1939

Albers Super Markets Inc. and Federal Labor Union, Local 20542, AFL (1939)

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Albers Super Markets Inc. and Federal Labor Union, Local 20542, AFL (1939)

Location

Cincinnati, OH

Effective Date

8-19-1939

Expiration Date

8-19-1940

Employer

Albers Super Markets Inc.

Union

Federal Labor Union

Union Local

20542

NAICS

44

Sector

Private

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CONFIDENTIAL

FLU #20542
Cincinnati, Ohio

AMERICAN FEDERATION OF LABOR
Agreement of the
FEDERAL LABOR UNION #20542
with
ALBERS SUPER MARKETS INC.

8-19-40

ARTICLES OF AGREEMENT

This Agreement made this 25th day of September 1939, as of 19 August, 1939, by and between ALBERS SUPER MARKETS INC., CINCINNATI, OHIO hereinafter called the "EMPLOYER", and FEDERAL LABOR UNION NO. 20542, of Cincinnati, Ohio, on behalf of such of its members as are employees of ALBERS SUPER MARKETS INC. Hereinafter called the "UNION".

NOW, THEREFORE, in consideration of the promises and the mutual conditions, stipulations, understandings, and specific undertakings, as hereinafter set out, it is mutually agreed upon by and between the respective parties, as follows:

- (1) This Agreement shall run for a period of one year from AUGUST 19, 1939, and shall continue from year to year unless either party shall give the other notice in writing thirty (30) days prior to the expiration of the Agreement, indicating their desire to terminate the Agreement.
- (2) The following constitutes the classification of work, with the respective rates of hourly pay for each employee under each classification:

REGULAR RATE OF PAY FOR RESPECTIVE CLASSIFICATIONS

Car Unloading labor and Common labor	55¢ hr.
Loaders	56¢ "
Order Runners and Line Supply Men	59¢ "
Checkers	63¢ "

(2)

Employees shall, for the term of this agreement, be on hourly basis; wages shall be paid to them at the end of each week in accordance herewith, it is understood that if a man be transferred from a lower pay classification to a higher pay classification, he shall receive the pay in effect for such higher classification; however, if the Employer after conference with the departmental head of the department involved in the transfer determines to transfer a man from a higher classification to a lower classification, the man shall receive the pay in effect for such lower classification to which he has been transferred. When a man in a higher bracket because of the lack of work in his classification is placed in a lower bracket, he shall receive the lower wage while in that position.

The employer has the right to promote any warehouse help, or other help to chauffeurs position, as the need arises, with the understanding that they will become members of the teamsters organization after two weeks.

(3)

Forty-four (44) Hours shall constitute a work week. Eight hour day. From August 19, 1939 to Octo 19, 1939 - two (2) hours additional leeway before overtime is paid. After that period and for the life of the contract one (1) hour leeway before overtime is paid.

Overtime of time and one half will be paid after a total of forty-four (44) Hours has been accumulated for the week.

Starting time will be regulated by the operation of the company. Sunday 4 P. M. is considered starting time for Monday work. Regular rate to apply from this time on.

Extra work, occasioned by an act of God, including flood, or any other similar emergency beyond the control of the EMPLOYER, shall be paid for at the regular rate of pay.

The following days shall be holidays: New Years, Decóration Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Any work on these days, as well as on Sundays, shall be paid for at the rate of double time, except that this shall not apply to night watchman and engineers, whose regular tour of duty involves work on Sundays and holidays.

(4)

One week's vacation with pay will be given to all employees who have been in continuous service of the company for ONE year or more.

The selection of vacation periods will be assigned by the EMPLOYER. During the vacation period, men selected to fill the positions of the employees on vacation, shall receive the same wage or salary as they receive in their respective positions, and not the wage or salary of the men on vacations.

The employer will pay the union dues, deducting same from warehousemen's salary. This arrangement is with the understanding that the business agent will contact only the duly authorized company representative. Warehousemen are not to contact business agents any time during working hours.

(5)

Newly engaged employees shall be recorded as on trial for a period of thirty (30) days, after which they shall be considered regular employees of the EMPLOYER, to be governed hereinafter by this agreement.

At no time during the 30 day probation period shall the union or its members induce, encourage or accept into membership these employees, at the end of this period if employee is continued in employment he shall become a member of the Union.

(6)

The Union agrees to furnish the EMPLOYER with a sufficient number of employees and when experienced members in good standing of the UNION are not available, EMPLOYER is free to employ persons not members of the UNION.

Whenever additional help is required in the departments covered by this agreement, the EMPLOYER will call on the business agent of the UNION to furnish the same. This does not apply to office employees, or others not covered by this agreement. It is understood that the EMPLOYER has the right to accept or reject, at will, any employee so furnished by the UNION. Ability being equal, seniority shall govern all lay-off's and rehiring. No new employees shall be hired until all available old employees, now on the seniority list are working.

The EMPLOYER shall have full privileges to select those men they see fit and qualified for all promotions, as well as the privilege of making any change which it deems necessary for the efficient operation and interest of the company, subject to the terms embodied in this agreement.

(7)

All complaints must be taken up with the Warehouse Superintendent by Steward for adjustment. If same is not satisfactorily adjusted same will be discussed with Warehouse Superintendent's Superior, and if not adjusted same shall be given to the Unions Business Agent for adjustment with employer.

THE EMPLOYER agrees to take up all disputes with a shop committee or any duly designated representative of the UNION. In the event such dispute is not amicably settled within one working week's time, the question shall be referred to an arbitration board, consisting of two (2) to be selected by the employer and two to be selected by the UNION; the fifth member to be a disinterested party, to be mutually agreed upon by both the EMPLOYER AND THE UNION. The decision of the arbitration board shall be final and binding on both parties.

(8)

While the EMPLOYER retains the right to discharge any employee, nevertheless, upon the request of the UNION, it must show satisfactory cause. No discrimination may be shown by the EMPLOYER in order to discourage membership in any labor organization. It is agreed that this power shall be exercised with justice and with regards to the reasonable rights of the employee. The power of discharge shall be exercised only through duly authorized and responsible representative of the management.

(9)

During the life of this agreement, no strike shall be caused or sanctioned by the UNION; and no lockout shall be entered upon by the EMPLOYER until every peaceable method of settlement shall have been exhausted as herein provided.

It is also understood and agreed that in the event of strikes, riots, or civil disturbances the EMPLOYER shall have the privilege of the receiving and the delivery of perishable goods of all natures which may be subject to damage or contamination; and the chief engineer shall be permitted to operate the machinery of the warehouse, and the watchmen must remain on duty at all hours, for the purpose of fully protecting the EMPLOYERS property and the lives of those under their jurisdiction.

If you do not have cold storage, the cold storage phrase does not apply.

This agreement is not to be affected by the action on the part of any other UNION or non-union help employed by the EMPLOYER, or to be subject to any sympathetic action due to strikes or disagreements of other labor organizations.

FEDERAL LABOR UNION 20543

Albers Super Markets Inc.

C. F. Deserno

Henry Beck

BY PRESIDENT

Raymond C. Fowler

BY SECRETARY

Jack Hurst

BY REGIONAL MANAGER

ADDENDUM:

In reference to clause (3) the following is an example:

After October 19th, 1939,

If a man should work 10 hours in one day and for some reason not work a full week of 44 hours, he would have one hour overtime due him, because of working one hour beyond the 9 hour leeway period.

